

**AN ORDINANCE  
BY FINANCE/EXECUTIVE COMMITTEE**

**AN ORDINANCE AUTHORIZING THE MAYOR OR HER DESIGNEE TO WAIVE THE APPLICATION OF THE ATLANTA CITY CODE, ARTICLE X, THE PROCUREMENT AND REAL ESTATE CODE, AND AUTHORIZING THE MAYOR OR HER DESIGNEE TO RATIFY THE PRIOR PROVISION OF THE MOTOROLA MAINTENANCE UNDER THE EXPIRED AGREEMENT FROM JULY 1, 2009 THROUGH THE PRESENT AND TO ENTER INTO AN APPROPRIATE RENEWAL AGREEMENT WITH MOTOROLA INC., FOR THE CITYWIDE RADIO SYSTEM MAINTENANCE, EFFECTIVE JULY 1, 2009 THROUGH JUNE 30, 2010, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SEVENTY-TWO THOUSAND, SIX HUNDRED FORTY-SIX DOLLARS AND SIXTY CENTS (\$272,646.60); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, DEPARTMENT, ORGANIZATION, AND ACCOUNT NUMBERS:**

**2151 (EMERGENCY TELEPHONE SYSTEM) 240207 (APD E-911) 5213001 (CONSULTING/PROFESSIONAL) 3800000 (E-911) [\$182,728.56];**

**5051 (WATER & WASTEWATER REVENUE FUND) 170407(DWM DRINKING WATER FACILITY MAINTENANCE) 5222003 (REPAIR & MAINTENANCE - OTHER) 4430000 (TREATMENT) [\$23,617.74];**

**5051 (WATER & WASTEWATER REVENUE FUND) 170201 (DMW WASTEWATER TREATMENTS AND COLLECTIONS) 5222002 (REPAIR & MAINTENANCE-OTHER) 4310000 (SANITARY ADMINISTRATION) [\$23,617.74];**

**5502 (AIRPORT RENEWAL FUND) 180107 (DOA AVIATION INFORMATION SYSTEMS) 5222002 (REPAIR & MAINTENANCE-EQUIPMENT) 7563000 (AIRPORT) [\$89,918.04]; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Atlanta ("City") and Motorola, Inc. ("Motorola") have in existence a maintenance agreement relating to certain equipment originally provided by Motorola in connection with the Citywide Radio System (the "Motorola Maintenance Agreement"), and Motorola has been providing support and maintenance to the City pursuant to various terms, and conditions under that agreement, as amended from time to time; and

**WHEREAS**, Motorola designed, installed, optimized, and has continuously maintained the Citywide Radio System upon which the City relies to provide communication support for its public safety services for the past several years; and

**WHEREAS**, the City entered into FC-5585-93, Citywide Radio Installation, on behalf of various departments which contained a post-warranty maintenance option (authorized by the Atlanta City Council Resolution number 97-O-0729) beginning May, 1997; and

**WHEREAS**, the Atlanta City Council authorized a renewal of the maintenance agreement pursuant to ordinance 08-O-2442 beginning July 1, 2008; and

**WHEREAS**, the term of the Motorola Maintenance Agreement expired on June 30th, 2009, and Motorola has continued to provide support satisfactorily since the implementation of the system; and

**WHEREAS**, the Chief Information Officer desires to ratify the prior provision of the Motorola Maintenance under the expired Agreement, from July 1st, 2009, through the present, and to renew the Citywide Radio System Maintenance Agreement for one year effective July 1st, 2009, through June 30th 2010; and

**WHEREAS**, the Chief Information Officer and the Chief Procurement Officer recommend the execution of the Motorola Maintenance Agreement in an amount not to exceed Two Hundred Seventy-Two Thousand, Six Hundred Forty-Six Dollars and Sixty Cents (\$272,646.60) for one year from the date of expiration.

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS, as follows:**

**SECTION 1:** That Chapter 2, Article x of the City of Atlanta's Code of Ordinances is hereby waived to the extent that such prohibits payment for goods and services rendered by Motorola Inc. to the City, and that the City's actions in accepting services provided by Motorola Inc. for the Motorola Maintenance Agreement after the Agreement expired, are ratified and confirmed.

**SECTION 2:** That the Chief Procurement Officer is authorized to execute a renewal of the Motorola Maintenance Agreement under the same terms and conditions as authorized by City Council in 08-O-2442 and the Chief Financial Officer is authorized to remit payment to Motorola Inc. for the period beginning on July 1, 2009, for which ratification is granted in this Ordinance, through the remainder of the renewal period ending June 30, 2010, in an amount not to exceed Two Hundred Seventy-Two Thousand, Six Hundred Forty-Six Dollars and Sixty Cents (\$272,646.60) to be charged to and paid from Fund, Department Organization and Account numbers:

2151 (Emergency Telephone System) 240207 (APD E-911) 5212001 (Consulting/Professional) 3800000 (E-911) [\$182,728.56];

5051 (Water & Wastewater Revenue Fund) 170407 (DWM Drinking Water Facility Maintenance) 5222002 (Repair & Maintenance - Other) 4430000 (Treatment) [\$23,617.74];

5051 (Water & Wastewater Revenue Fund).170201(DMW Wastewater Treatments AND Collections) 5222002 (Repair & Maintenance - Other) 4310000 (Sanitary Administration) [\$23,617.74];

5502 (Airport Renewal Fund) 180107 (DOA Aviation Information Systems) 5222002 (Repair & Maintenance - Equipment) 7563000 (Airport) [\$89,918.04]; and for other purposes.

**SECTION 3:** That the Chief Procurement Officer is directed to prepare an appropriate renewal Agreement for execution by the parties.

**SECTION 4:** That the renewal Agreement will not become binding on the City, and the City will incur no obligation or liability under it until it has been executed by the Chief Procurement Officer, approved as to form by the City Attorney, and delivered to Motorola Inc.

**SECTION 5:** That all Ordinances or parts of Ordinances in conflict with this Ordinance are waived for this instance only.



**MOTOROLA**  
intelligence everywhere™

## 2009 SUMMARY BUDGET REVIEW

July 1, 2009 - June 30, 2010 12 Month Term

ITEM	DEPARTMENT MAINTENANCE DESCRIPTION	2009-2010 CONTRACT AMOUNT
(1)	Atlanta City Radio System	\$93,456.18
(2)	Atlanta Subscriber Units	\$47,239.48
(3)	UPS / Generator Maintenance	\$12,000.00
(4)	Tower Maintenance	\$15,632.90
(5)	HVAC Maintenance	\$14,400.00
(6)	Department of Aviation (Includes Fixed Equipment & Subscribers)	\$89,918.04
<b>2009 Grand Total - Annual Amount</b>		<b>\$272,646.60</b>
<b>New Equipment Additions /Deletions</b>		
ITEM	Description / Department	Qty      ADD      DELETE
1	SmartNet System	1                      X
2	Subscribers	3022                      X
3	Generators - Warranty	3                      X
4	Mobile Data System	1                      X
5	Paging System	1                      X
6	HVAC Units - Remove City Hall East Coverage	2                      X
7	New Subscribers - Not a part of the P25 System	358              X
8	Dispatch Equipment	3                      X

## **RENEWAL AGREEMENT NUMBER 8 BETWEEN CITY OF ATLANTA AND MOTOROLA, INC. FOR CITYWIDE RADIO MAINTENANCE**

This maintenance agreement ("Agreement") dated as of July 1, 2009 is between the City of Atlanta, a municipal corporation within the State of Georgia (hereinafter "Purchaser" or "City") and Motorola, Inc. a corporation authorized to transact business within the State of Georgia.

**WHEREAS**, Motorola designed, installed, optimized the equipment for use in the Atlanta Citywide Radio System, and has continuously provided maintenance and support services to the Purchaser from time to time; and

**WHEREAS**, pursuant to City Resolution \_\_\_\_-R-\_\_\_\_\_, the Mayor is authorized to execute an appropriate agreement on behalf of the Purchaser for Citywide radio maintenance, beginning July 1, 2008 to, through, and including June 30, 2009, a copy of which is attached hereto, incorporated herein by this reference, and made a part of this Agreement as Exhibit "A."

**NOW THEREFORE**, the parties hereto hereby agree as follows:

### **1. DEFINITIONS**

"Motorola" means Motorola, Inc.; "Purchaser" means the customer named in this Agreement; and "Equipment" collectively means the Equipment and Software that Motorola and Purchaser agree to be serviced under this Agreement. "Agreement" means this Service Agreement, its attachments, and any addenda subsequently executed by the parties. "Service" means the work to be performed as given in Motorola's Proposal or Statement of Work dated June 18, 2009 and subject to the terms and conditions of this Agreement.

### **2. SERVICE AND MAINTENANCE**

- a. Motorola agrees to provide service for the Equipment pursuant to the following terms and conditions and as described in this Agreement. The term of this agreement shall be for twelve (12) months commencing on July 1, 2009 and expiring at midnight on June 30, 2010 unless renewed by mutual agreement of the parties and with the approval of Purchaser's governing body for an additional one (1) year term. Service includes labor and parts to repair Equipment that has become defective through normal wear and usage.
- b. Motorola will also service other Motorola manufactured equipment purchased by Purchaser during the term of this Agreement at its then current service fees. Fees for servicing additional equipment will be added to the billing cycle upon delivery following expiration of the labor warranty on the equipment added during the term.
- c. Where applicable, Equipment will be removed and reinstalled in different vehicles at Purchaser's request for the service fee in effect at the time of Purchaser's request.

### **3. SERVICE MODIFICATIONS**

- a. If any Equipment is lost damaged, stolen or removed from service, Purchaser must immediately notify Motorola in writing. Purchaser's obligation to pay service fees for such Equipment will terminate at the end of the month in which Motorola receives such written report.
- b. If Equipment cannot be repaired, because (but not limited to) excessive wear, deterioration or unavailability of parts, Motorola at its sole option, upon thirty (30) days prior written notice to Purchaser, may either: (1) remove such Equipment from this Agreement or (2) increase the price to service such Equipment

#### **4. EXCLUDED SERVICES**

The following items are excluded from coverage: consumables and their installation; repairing transmission lines, antennas, towers, and tower lighting; Equipment damaged by accidents, physical or electronic misuse, acts of God, or other casualty; and damage caused by environmental conditions not conforming to Equipment specifications. Motorola will provide service for non-covered repairs at its contract rate then applicable for such service.

#### **5. SERVICE STANDARDS**

Motorola manufactured Equipment will be serviced by Motorola in accordance with the following standards (i) use of Motorola parts or parts of equal quality. (ii) Equipment service at levels set forth in Motorola's product manuals, and (iii) routine service procedures prescribed from time to time by Motorola for its Equipment

#### **6. TIME AND PLACE OF SERVICE**

Service will be done at the location specified, and in accordance with, the associated Statement of Work where service is to be performed at the Equipment's location. Purchaser must furnish at no charge to Motorola shelter, heat, light and power; full and free access to the Equipment and necessary machines, communications, facilities, and other products. Mobiles and removable Equipment must be delivered by Purchaser to the Motorola Service Center location designated in this Agreement. Hours of Service will be the normal working hours, excluding holidays, of Motorola's Service Center.

#### **7. PAYMENT**

This is a firm fixed price agreement. Purchaser's total compensation to Motorola for its services shall not exceed the sum of \$272,646.60 for the initial contract term (7/1/2009 through 6/30/2010). Purchaser shall pay Motorola the compensation due under this Agreement in monthly installments. On or about the date each payment is due, Motorola will send Purchaser an invoice covering the service fees for the next payment period. All other charges will be billed monthly, and Purchaser must pay all invoices within thirty (30) days of their date to the Motorola office designated by Motorola.

#### **8. RIGHT TO SUBCONTRACT**

Motorola has the right to subcontract in whole or in part, with the approval of the Purchaser, the service called for by this Agreement. Motorola will notify Purchaser of the name and address of each proposed subcontractor and specify its role and responsibility in the project. No subcontract which Motorola enters into with respect to performance under this Agreement shall in any way relieve Motorola of any responsibility for performance of its duties. Motorola shall give the Purchaser immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against Motorola by any subcontractor which may result in litigation related in any way to Motorola, the Purchaser or the services performed under this Agreement. Motorola hereby advises the Purchaser that it will subcontract with Atlanta Communications, Atlanta, GA to provide products and services under this Agreement.

#### **9. NON-APPROPRIATION**

Notwithstanding anything contained in this Agreement to the contrary, Purchaser is obligated only to pay such compensation or other amounts due under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Purchaser's then current fiscal year.

a. This Agreement shall terminate absolutely and without further obligation on the part of Purchaser at the close of the calendar year in which it is executed and at the close of each succeeding calendar year for which this Agreement may be renewed.

b. This Agreement states Purchaser's total obligation to Motorola for the calendar year of execution of this Agreement and further states the total obligation which will be incurred by Purchaser in any renewal term.

c. Notwithstanding anything contained in this Agreement, Purchaser's obligation to pay compensation or other amounts due under this Agreement shall be subject to Purchaser's annual appropriations of funds for the services procured under this Agreement by Purchaser's governing body and such obligation shall not constitute a pledge of Purchaser's full faith and credit within the meaning of any constitutional debt limitation.

d. Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated by Purchaser to support continuation of this Agreement during the calendar year of execution, the original term or for any renewal term, this Agreement shall terminate absolutely and without any further obligation on Purchaser's part whatsoever with the exception that Purchaser will be liable for goods delivered and/or services performed prior to the effective date of termination. Purchaser shall give Motorola notice of such termination for Non-Appropriation at least 90 days prior to the end of the then current original term or renewal term.

## **10. INDEMNIFICATION**

Motorola agrees to and hereby indemnifies and holds Purchaser harmless from and against any and all liabilities which may accrue against Purchaser on account of direct physical damage to tangible property or personal injury to the extent the damage or injury is caused by Motorola's negligence or recklessness or that of Motorola's officers, agents, employees, subcontractors, or persons working on Motorola's behalf and performing any services under this Agreement.

## **11. INTERRUPTION OF SERVICE**

Purchaser must notify Motorola immediately of any Equipment failure. Motorola will respond to Purchaser's notification in a manner consistent with the purchased level of service.

## **12. FORCE MAJEURE**

Motorola does not assume and has no liability under this Agreement for failure to provide or for delay in providing service due directly or indirectly to causes beyond Motorola's control. Such causes include, but are not restricted to acts of God; acts of the public enemy; acts of any government or agency; acts or failure to act by the Purchaser, its agents, employees, or subcontractors; quarantine restrictions, strikes, and freight embargoes; or Motorola's subcontractors failure to provide or delay in providing service due to such causes.

## **13. WARRANTY LIMITATIONS**

**EXCEPT AS SPECIFIED IN THIS AGREEMENT, MOTOROLA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH LIMITATION MAY BE DISCLAIMED BY GEORGIA LAW.**

## **14. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, indemnity, warranty, negligence, strict liability in tort or otherwise, is limited to the total cumulative compensation paid by Purchaser under this Agreement, including any renewals or extensions of this Agreement hereafter from time to time. **IN NO EVENT WILL MOTOROLA BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY GEORGIA LAW.**

## **15. CERTIFICATIONS**

Motorola specifically disclaims all certifications that are not signed by an authorized signatory on Motorola's standard certification forms.

## **16. DEFAULT/TERMINATION**

Purchaser must give Motorola written notice of default stating the reasons for default and must give Motorola at least sixty (60) days after receipt of the notice to cure such default. If Motorola does not cure the default within this period, Purchaser can terminate this Agreement for cause by giving Motorola thirty (30) days written notice.

## **17. TERMINATION FOR CONVENIENCE**

Notwithstanding anything contained in this Agreement, Purchaser may terminate this Agreement for its convenience upon thirty (30) days prior written notice to Motorola specifying the effective date of such termination. Purchaser will be liable for goods delivered and services provided prior to the effective date of termination.

## **18. INSURANCE**

During the entire term of this Agreement, including any renewals or extensions of this Agreement, Motorola shall procure and maintain in effect all of the insurance required in Exhibit "B" hereto.

## **19. PERSONNEL**

The personnel assigned by Motorola to perform the services for Purchaser under the terms of this Agreement will be qualified to perform their assigned duties, and Motorola reserves the right to determine which of its personnel shall be assigned to any particular project and to replace or reassign such personnel during a project as it may see fit. Motorola assumes responsibility for its personnel providing services hereunder and will make all deductions for Social Security and withholding taxes, all contributions to unemployment compensation funds, and shall maintain workmen's compensation and liability insurance for each of them.

## **20. PATENTS.**

Motorola indemnifies Purchaser against all actions, claims, demands, costs, charges, and expenses arising from or incurred by reason of any infringement or alleged infringement of United States letters patent, design, or copyright, by use of any products supplied by Motorola but such indemnity shall not cover any use of products other than for the purpose indicated by or reasonably to be inferred from this Agreement or to any infringement which is due to use of any products in association or combination with any other products not supplied by Motorola.

Except as otherwise provided in the preceding sentence, Motorola shall defend or settle at its own expense any claim, suit or proceeding brought against Purchaser insofar as it is based on a claim that the product or any part thereof furnished under this Agreement constitutes an infringement of a US patent, US copyright or trade secret rights of any third party located in the US, so long as Motorola is notified promptly in writing by Purchaser as to any such action and is full authority, information and assistance (at Motorola's expense) for defense or settlement thereof. Motorola shall pay all damages, costs and expenses finally awarded to third parties against Purchaser but shall not be responsible for any compromise made without its consent or for Purchaser's expenses incurred without Motorola's written authorization, which authorization shall not be unreasonably withheld. If Motorola receives notice of alleged infringement of product or any part thereof and use of said product is enjoined, Motorola shall at its option, either procure for Purchaser the right to continue using the product or modify or replace the same so that it is no longer infringing. In the event that none of the above options are reasonably available, Motorola will grant Purchaser a credit for the equipment or Motorola software as depreciated and accept its return. The depreciation amount will be based on generally accepted accounting standards for such equipment or software.

The foregoing indemnity shall not apply to products or parts thereof made to specification or design of Purchaser, or to any claim of patent infringement which is based upon combination of any part of products with other equipment, except equipment acquired from Motorola.



## **21. DISPUTES**

A. Any dispute concerning performance of this Agreement shall be decided by the Purchaser's contract administrator who shall render his or her decision in writing and serve a copy on the contractor. The decision of the contract administrator shall be final and conclusive unless within thirty (30) days from the date of service of such decision the contractor files with the contract administrator a notice of its demand for non-binding mediation.

B. Motorola and Purchaser will attempt to settle on behalf of either party any unresolved claim or controversy arising from this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, the dispute will be mediated by a mediator chosen jointly by Motorola and Purchaser within thirty (30) days after notice by one of the parties demanding non-binding mediation. Neither party will unreasonably withhold consent to the selection of a mediator, and Motorola and Purchaser will share the cost of the mediation equally. The parties may also replace mediation with some other form of non-binding alternative dispute resolution procedure. Notwithstanding the above, any dispute that cannot be resolved between the parties through negotiation or mediation may then be submitted by either party to a court of competent jurisdiction in Georgia.

## **22. EQUAL EMPLOYMENT OPPORTUNITY (EEO) AND EQUAL BUSINESS OPPORTUNITY (EBO).**

During the entire term of this Agreement or any renewal or extension hereof, Motorola shall adhere to the provisions of the Buyer's Equal Employment Opportunity Ordinance, Atlanta Code of Ordinances Section 2-1200 and 2-1414. Motorola shall also in good faith attempt to employ minority and female business enterprises pursuant to the requirements set forth by the City for this Agreement.

## **23. NOTICES**

Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given to Purchaser and Motorola as follows:

If to Purchaser:

Chief Procurement Officer  
City of Atlanta  
Atlanta City Hall  
55 Trinity Avenue, S.W., Suite 1790  
Atlanta, Georgia 30335

With concurrent copies to:  
Chief Information Officer  
Department of Information Technology  
City of Atlanta  
Atlanta City Hall  
55 Trinity Avenue, S. W., Suite G 300  
Atlanta, Georgia 30335

If to Motorola:

Motorola Customer Support Dept  
Attn: John Hood  
1700 Belle Meade Court  
Lawrenceville, GA 30043

#### **24. EXCLUSIVE TERMS AND CONDITIONS**

This Agreement and the schedules and exhibits hereto, constitute the entire agreement between the parties. Any other terms or conditions that purport to supplement, change, or supersede the terms and conditions of this Agreement are expressly rejected unless they are agreed to in writing by Motorola and Purchaser. Purchaser agrees to put Motorola's service contract number on all purchase orders attached to this Agreement. If a conflict arises between the terms of this Agreement and any attachments or addenda, the order of precedence will be Addenda, this Agreement, Motorola's Proposal or Statement of Work as attached, Purchaser's purchase orders, and Purchaser's bid documents, if any.

#### **25. FCC AND OTHER GOVERNMENT MATTERS**

Purchaser is solely responsible for obtaining licenses or other authorizations required by the FCC and for complying with FCC rules. Neither Motorola nor its employees is an agent or representative of Purchaser in FCC or other governmental matters. Motorola may, however, assist Purchaser in preparing the license application.

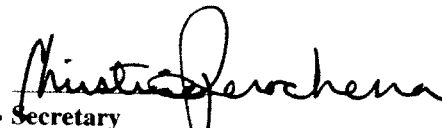
#### **26. MISCELLANEOUS**

- a. If any term or provision of this Agreement is held by a court or other tribunal to be invalid, void or unenforceable, that term or provision will be inoperative and void insofar as it conflicts with law, but the remaining terms and provisions of this Agreement will continue in full force and effect.
- b. Section and paragraph headings are for convenience only and are not to be deemed or construed to be part of this Agreement
- c. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES WILL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA.
- d. Neither party shall assign or transfer any interest it may have in this Agreement without the prior written consent of the other, providing that Motorola may subcontract portions of the work to be performed under this Agreement, provided that Motorola remains liable for the satisfactory performance of all of the terms of this Agreement.
- e. Failure or delay by either party to exercise any right, power, or privilege under this Agreement will not operate as a waiver of that right power, or privilege.
- f. Except for money due upon an open account, no action may be brought for any breach of this Agreement more than two years after the accrual of such cause of action except where a shorter limitation period is provided by law.
- g. This agreement shall not become binding upon Purchaser and Purchaser shall incur no obligation or liability upon the same unless and until this Agreement has been approved as to form by the City Attorney, duly executed by the Mayor, sealed by the Municipal Clerk, and delivered to Motorola.

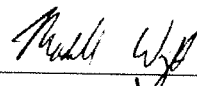
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the latest day and year written below:

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seal the day And year first above written.

ATTEST:

  
Asst. Secretary  
(Corporate Seal)

MOTOROLA, INC.

By:   
Title: MSI VP & DIRECTOR OF SALES

ATTEST:

BY PURCHASER CITY ATLANTA

\_\_\_\_\_  
Municipal Clerk (City Seal)

\_\_\_\_\_  
Mayor

RECOMMENDED:

RECOMMENDED:

\_\_\_\_\_  
Chief Procurement Officer

\_\_\_\_\_  
Chief Operating Officer

RECOMMENDED:

APPROVED:

\_\_\_\_\_  
Chief Information Officer

\_\_\_\_\_  
Chief Financial Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Senior Assistant City Attorney



Ver. 4.9 Build 1000

**SERVICE AGREEMENT**

Attn: National Service Support  
1307 East Algonquin Road  
Schaumburg, IL 60196  
(800) 247-2346

Date: 6/1/2009

Agreement Order #: S00001007738 RN01-JUN-09

Supersedes Agreement #(s):

Required P.O.:

Customer #: 1012453776

Bill to Tag #:

Contract Start Date: 07/01/2009

Contract End Date: 06/30/2010

Anniversary Date: June 30th

Payment Cycle: Monthly

Tax Exempt: Exempt From All Taxes

PO #:

Company Name:	ATLANTA, CITY OF
Attn:	Michael Dogan
Billing Address:	68 Mitchell Street, Room 600
City, State, Zip:	Atlanta, GA 30303
Customer Contact:	Michael Dogan
Phone:	
Fax:	

Qty	Model/Option	Description	Monthly Ext	Extended
		Total Services	\$ 22,720.55	\$ 272,646.1

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS	SUBTOTAL - RECURRING SERVICES		
	SUBTOTAL - ONE-TIME EVENT SERVICES		\$
	TOTAL	\$ 22,720.55	\$ 272,646.1
	TAXES	\$ -	\$
	GRAND TOTAL	\$ 22,720.55	\$ 272,646.1

THIS SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING JURISDICTIONS, TO BE VERIFIED BY MOTOROLA

SUBCONTRACTOR(S)	CITY	STATE
MOTOROLA GEORGIA MANAGED SERVICES (DO226)	LAWRENCEVILLE	GA
ATLANTA COMMUNICATIONS COMPANY	ATLANTA	GA

I received Statements of Work that describe the services provided on this Agreement.

Motorola's Service Terms & Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
	MSSVP & DIRECTOR OF SALES	7/10/09
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
MARSHALL WRIGHT	770 338 307	770 338 3477
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	FAX

## **Service Terms and Conditions**

Motorola, Inc., ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### **Section 1 APPLICABILITY**

These Service Terms and Conditions apply to service contracts whereby Motorola agrees to provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### **Section 2 DEFINITIONS AND INTERPRETATION**

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions will take precedence over any cover page, and the cover page will take precedence over any attachments, unless the cover page or attachment specifically states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### **Section 3 ACCEPTANCE**

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement will become binding only when accepted in writing by Motorola. The term of this Agreement will begin on the "Start Date" indicated in this Agreement.

### **Section 4 SCOPE OF SERVICES**

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for such services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for such additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives such written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to such Equipment; remove such Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### **Section 5 EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

## **Section 6 TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for such charges and expenses.

## **Section 7 CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

## **Section 8 PAYMENT**

Unless alternative payment terms are specifically stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer agrees to reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

## **Section 9 WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 10 DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

## **Section 11 LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

## **Section 12 EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of

this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement shall not affect its applicability. In no event shall either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

### **Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

### **Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

### **Section 15 COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

### **Section 16 MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

### **Section 17 GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS

THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.7. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

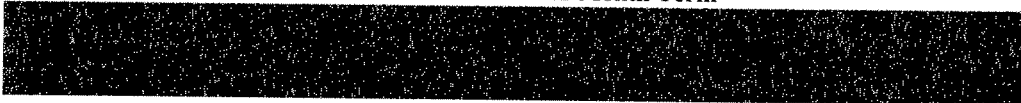


**MOTOROLA INC**  
**United States and Canada Service Division**

**SERVICE AGREEMENT QUOTE**

Customer Name: CITY OF ATLANTA  
Customer Support Mgr.: John Hood  
Quote Date: 6/1/2009  
Contract No.

**07/01/2009 - 06/30/2010 - 12 Month Term**



	<b>SIMULCAST TEST EQUIPMENT</b>	
R-1770A	TIMS Test Set (New June 2005)	1
	<b>Harris Truepoint 6 Ghz Digital Microwave Radio - NEW 2005</b>	
	Truepoint 5200 RFU	16
	TRuepoint 5000 SPU	16
	Orderwire handset	8
	KIT DISPLAY KEYPAD STRAIGHT 1.8M	8
	Farscan for Windows Includes Desktop PC, Printer Modem, Mouse & CRT and Paging Module	1
	2nd FarScan Computer Terminal for Dispatch Center on 2nd Floor - Includes Terminal Servers	1
DQ5702LIST2	Circuit Pack (2 Per DS1 Req.)	56
L1590	48V DC 28A Switch Mode Rectifier	22
MDN6800	48 VDC/200 amp Power Distribution Center	16
	<b>BI-DIRECTIONAL AMPLIFIER ATLANTA CITY HALL SOUTH</b>	
385602-3320-101	Andrew 20dB Gain Series 3000 Bi-Directional Amplifier,	1
	<b>BI-DIRECTIONAL AMPLIFIER SANDY SPRINGS WATER PLANT</b>	
385602-3320-101	Andrew 20dB Gain Series 3000 Bi-Directional Amplifier,	1
	<b>BI-DIRECTIONAL AMPLIFIER MARTA TUNNELS</b>	
385602-3320-101	Andrew 20dB Gain Series 3000 Bi-Directional Amplifier,	1
	<b>BI-DIRECTIONAL AMPLIFIER - CITY TRAFFIC COURT</b>	
	Kaval In-Hancer Bi-Directional Aplifier	1
	<b>BI-DIRECTIONAL AMPLIFIER MARTA TUNNELS</b>	
DQ6189A03OLCG1	TXXR 70dB Gain Bi-Directional Amplifier,	1
	<b>BI-DIRECTIONAL AMPLIFIER ATLANTA PRETRIAL DETENTION CENTER</b>	
DQ6189A03OLCG1	TXXR 70dB Gain Bi-Directional Amplifier,	6

		<b>Water Department</b>	
		<b>Control Stations</b>	
		XTL 5000 W4 Control Stations <b>New 2004</b>	10
		<b>HVAC Coverage ( Motorola)</b>	
		* Access to Sites	1
		* Filter Checks and Replacements if needed	
		* Organize Quarterly Checks and Schedules	
		* Includes Parts and Labor for AC units	
		* PM Quarterly Checks	
		<b>Tower Inspections ( Atlanta Comm )</b>	
		* 1 Annual Tower inspection & Reports	10
		<b>UPS / Generators</b>	
		<b>UPS / Generators</b>	
		* PM Reports	1
		* Checks	
		* Covers battery replacements of UPS if needed(up to \$6000)	
		<b>Aviation Department</b>	
C85CXB		MSF 5000	5
T 5198A		SmarNet Controller	1
		TX/RX Amp	1
		Existing Bi-Directional Amp	4
		XTL 5000 Consollette	3
		XTL 2500 Consollette	1
		Dekolink BDAs for DAS System- <b>NEW 2007</b>	3
DQ6189A03OLCG1		TXRX 70dB Gain BDA for Airport Tunnel Radiax System	2
DQ6189A03OLCG1		TXRX 70dB Gain BDA for Passenger Mall Antenna System	3
		<b>BI-DIRECTIONAL AMPLIFIER AIRPORT PASSENGER MALL ANTENNAS</b>	
385602-3320-101		Andrew 20dB Gain Series 3000 Bi-Directional Amplifier.	2
		<b>Department of Aviation Subscribers</b>	
		<b>Portables</b>	
		XTS 2500 Portables + 70 - Purchased 2006	110
		XTS 5000 Portables Type II + 268 - Purchased 2006/ 2007	318
		<b>Laptops</b>	
		MW 800 -NEW 2004	6
		<b>Mobiles</b>	
		XTL 2500 Mobiles - Purchased 7-2007	2
		XTL 5000 Mobiles - Purchased 2005/ 2008	18
		<b>AVIATION TOTAL</b>	<b>454</b>
		<b>Coverage for Service at Airport</b>	<b>1</b>
		* Covers Insurance for Atlanta Comm at Airport	

## *Subscriber Section*

### Fire Department

<b>Fire Physical Abuse Coverage</b>	350
<b>* Covers physical abuse up to \$15,000 annually</b>	

### Department of Public Works

#### Water Department

<b>Portables</b>	
XTS 1500 New 2004	26
XTS 2500 Model I Portable New 2004	195
XTS 2500 Model II Portable New 2004	99
XTS 2500 Model II Portable (FM) New 2004	9
XTS 2500 Model III Portable New 2004	3
XTS 5000 Model III Portable New 2004	2
<b>Mobiles</b>	
XTL 2500 Mobiles-NEW 2004	3
XTL 5000 Mobiles -NEW 2004	15
<b>WATER DEPT. TOTAL</b>	<b>352</b>

### Department of Administrative Services

#### Bureau of General Services

<b>Portables</b>	
XTS 2500 Model II Portable New 2004	6
XTS 5000 Model III Portable New 2004	6
<b>BUREAU OF GENERAL SERVICES TOTAL</b>	<b>12</b>

<b>SUBSCRIBER TOTALS</b>	<b>\$18</b>
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## PRODUCER

AON RISK SERVICES CENTRAL, INC.  
CHICAGO IL OFFICE  
1000 NORTH MILWAUKEE AVENUE  
GLENVIEW, ILLINOIS 60025  
ATTN: INSURANCE VERIFICATION CENTER  
PH: 1-800-4-VERIFY/ FAX: 1-847-953-5341

Serial # 0402

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY A LIBERTY MUTUAL FIRE INSURANCE COMPANY  
COMPANY B LIBERTY INSURANCE CORPORATION  
COMPANY C ENDURANCE AMERICAN INSURANCE COMPANY  
COMPANY D

## INSURED

MOTOROLA INC. AND ITS SUBSIDIARIES  
1303 EAST ALGONQUIN ROAD  
SCHAUMBURG IL 60196 USA

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	TB2-641-005169-079	7/1/2009	7/1/2010	GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED PERSONAL & ADV INJURY \$ 5,000,000 EACH OCCURRENCE \$ 5,000,000 FIRE DAMAGE (Any one fire) \$ 250,000 MED EXP (Any one person) \$ 10,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	AS2-641-005169-019	7/1/2009	7/1/2010	COMBINED SINGLE LIMIT \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
C	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	UMB10001410600	7/1/2009	7/1/2010	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b> WA7-64D-005169-089 (ALL OTHER STATES) WC7-641-005169-099 (OR & WI) <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL		7/1/2009	7/1/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000
B	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:				
	<b>OTHER</b>				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
RE: SERVICE AGREEMENT NO. S00001007738.

## CERTIFICATE HOLDER

CITY OF ATLANTA  
675 PONCE DE LEON AVE., 2ND FL., DIT DEPT.  
ATLANTA GA 30308 USA

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

## ***Statement of Work***

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### ***Radio Service Plan Details for The 2009 City of Atlanta Service Contract***

**Motorola United States & Canada Service Division**

**June 18, 2009**



**MOTOROLA**

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Motorola submits this Statement of Work subject exclusively to its terms and conditions as set forth in the attached Service Agreement and requires that all other terms be deleted. Any additions or modifications to Motorola's Service Agreement must be in writing and signed by an authorized signatory of Motorola. In addition, Motorola specifically disclaims all certifications that are not signed by an authorized signatory on Motorola's certification form. Any purchase order submitted pursuant to this Statement of Work must specifically state that it is subject to Motorola's terms.

## PURPOSE STATEMENT

MOTOROLA has created the following maintenance plan with the goal of maximizing system availability to allow the City of Atlanta to provide its' radio users with the highest quality and most reliable communications possible.

### I. Definitions

- A. **Alarm:** any malfunction of the System, whether major or minor.
- B. **Contract:** defined as the Service Agreement contract.
- C. **Customer:** The City of Atlanta or The City of Atlanta Dispatcher or other duly authorized City of Atlanta representative.
- D. **Hardware Service:** service to the City of Atlanta Radio Communication System infrastructure hardware items provided by Motorola.
- E. **Hardware:** one or more items of the communications infrastructure equipment that comprise the City of Atlanta Radio Communication System.
- F. **Loss:** total, partial or intermittent impairment.
- G. **Major Alarm:** defined as any failure, which would negatively impact the normal operations of the City of Atlanta Radio Communications System affecting the quality of service, call processing, or traffic handling. End users would be aware a problem of this type if it exists.
  - Malfunction of any part of the System's redundancy;
  - A loss of the System's capability to communicate with End User equipment
  - A loss of the System's capability to communicate at the demarcation point from Motorola supplied equipment.
- H. **Minor Alarm:** defined as any failure, which does not materially impair the performance of the system. End users would not be aware of a problem of this type if it exists.
- I. **Ancillary Equipment:** For the purpose of this maintenance plan, ancillary equipment is defined as:
  - ANTENNA SYSTEM - Antennas, RF jumpers, LNA's, Transmission Lines, Connectors, Grounding Kits, RF Surge Protectors, Towers, Tower Lighting, and Tower Light Alarm Controllers.
  - DC POWER SYSTEM - Rectifiers, Batteries, Regulators, Low Voltage Disconnects, DC Distribution Panel, Breakers, and DC Surge Protectors.
  - AC POWER - All components of the incoming commercial AC power system up to and including the AC Distribution panel and breakers, All wiring from the breaker panel to the load, AC Surge Protector, Generator, Transfer Switch, Generator Fuel Tank, and Fuel Regulation/Distribution system.
- J. **Site Defects:** Building shelter, Heaters, Air Conditioners, Fans, Lights, Alarm Sensors (Smoke Detector, Hi-Lo Temp, Entry, AC Fail, Etc.), and Grounding System.
- K. **Operating System:** programs which allow computer hardware to operate and to interface with application processes.



- L. Response Time:** defined as the time from the receipt of City of Atlanta's request for service until a Motorola Service Technician arrives on site or accesses the equipment remotely by telephone.
- M. Service:** any system support service provided by Motorola pursuant to this Agreement.
- N. Software:** one or more items of the Applications or Operating System software including but not limited to utility scripts and interface programs.
- O. System:** shall be defined as the City of Atlanta Radio Communication System equipment sold and installed by Motorola.
- P. Work Day:** One eight hour time period worked, within a twenty-four hour time period, Monday through Friday, excluding Holidays, that has been planned in advance and is considered to be the normal time period during which work is performed by a particular individual.
- Q. Work Week:** The workweek is five consecutive days of eight hours per day and forty hours per week.
- R. Overtime:** Time worked in excess of eight hours in any one day or on any one shift or in excess of forty hours worked in any calendar week and all hours worked on holidays designated by this agreement.
- S. First Echelon:** Service and/or replacement of items such as batteries, antennas, accessories, speaker microphones, belt clips, vehicle wiring, etc. that does not require the unit to be opened for, and or subjected to, internal test and/or repair.
- T. Normal Wear and Usage:** Normal wear and usage is defined as the gradual deterioration of components, which affects the normal operation of the equipment.

**Acronyms:**

**CSR** - Customer Service Request  
**ETA** - Estimated Time of Arrival  
**FRU** - Field Replacement Unit  
**MSCS** - Motorola Service Computer System  
**OEM** - Original Equipment Manufacturer  
**SSC** - System Support Center  
**FNE** - Fixed Network Equipment  
**MSS** - Motorola Authorized Service Provider

## **II. Service Support Organization**

### **A. Division Support**

Motorola has developed a maintenance plan and assigned a Support Team to maintain the City of Atlanta Radio Communication System. This System Support Team is organized as follows:

#### **1. System Support Manager – John Hood**

John Hood has been assigned to the City's system to serve as the System Support Manager. . He will play an important role in the service process. As liaison, he ensures that contract obligations are being met and that the correct resources are being utilized to correct a problem. This includes monitoring activities of the shop, the SSC, other subcontractors that support Motorola in providing service to the City. John will also provide an additional level of technical support for the City, and will work with Atlanta Communications, providing them with updated service information, training, and computer aided resources to help ensure that the services received by the City of Atlanta are of the highest quality and always on the leading edge of technology. He will also work with the Motorola System Support Center to drive issues to resolution and provide review and analysis of any problems/issues. John has access to a monitoring system that will allow him to view system data, and provide a valuable reporting package on system performance to the City. This will allow us to become more proactive in identifying and preventing possible system issues.

#### **2. MSS Service Manager – Ron Thomas**

The MSS Service Manager will work directly with your representatives as the point of contact for interaction with all Motorola agencies and third party subcontractors. The Service Manager may perform the following:

- \*Coordinate service activities and ensure compliance of system service provided under contract.
- \*Oversee preventive maintenance activities.
- \*Manage emergency repair efforts and escalation procedures.
- \*Maintain accurate records and service history statistics.
- \*Review service information and quality reports generated by the system service database.
- \*Make adjustments to improve efficiency of the service program.
- \*Provide the Support Team with updated service information, training and engineering assistance, and computer resources.
- \*Provide the City with technical recommendations to improve system performance.
- \*Notify regional FTR's for complex system issues
- \*Uphold all Motorola quality standards procedures

#### **3. MSS Service Technician – Ron Thomas, Tom Diaz**

The vast majority of our MSS technicians are FCC licensed or have an industry technical certificate. Motorola USCSO technicians are required to complete an average of 40 hours of training each year. This training is provided locally by Field Technical Trainers as new products are introduced, or as the service centers request additional training. Motorola USCSO tracks the training of each technician to ensure that the employee fulfills the training requirements. This guarantees that each technician has the opportunity to stay abreast of new products and developments to economize your service dollars.

Our experienced Service Technicians are fully certified through Motorola's Factory Training programs. Their experiences include:

- \*VHF and UHF Communications Systems
- \*Conventional Simulcast Systems, Simulcast Paging Systems
- \*Motorola SMARTNET, Simulcast Communications Systems

- \*Trunked System Management Terminals and Operations
- \*CENTRACOM Dispatch Consoles(E911)
- \*Microwave and Mobile Data Systems
- \*Motorola SMARTZONE/ASTRO, Simulcast digital systems

#### **4. System Technologist (ST) – System Resource Center (SRC)**

Additional support is available to the City provided by our ST group for the resolution of complex system issues (infrastructure based) when the system is under a Motorola Service Agreement. STs receive extensive formal and on-the-job training to stay up-to-date on new products and technology. The amount of training time received by each ST averages 160 hours per ST per year. This support is available to the City at no additional cost, as long as the system is covered under a Motorola Service Agreement. Exceptions include problems caused by outside interference, coverage problems and equipment outside of but maybe interfacing with the City's radio system.

A list of the local individuals assigned to the above positions, will be maintained by Motorola with an updated copy provided to the City of Atlanta, each time there is a change. The exact quantity of individuals may vary from time to time as required to meet the requirements of this Statement of Work.

#### **B. System Support Services (Motorola System Support Center)**

1) The System Support Center offers comprehensive service to Motorola Authorized Service Centers at a single contact point, 24 hours a day, 7 days a week. The SSC's consolidated services include:

- Dispatching of qualified technicians
- Escalation Management
- Telephone Technical Consultation
- State-of-the-art Automated Test Equipment
- Component-level board repair

2) Motorola's System Support Center is organized and staffed to provide depot-level support for non-field repairable items for the Support Team assigned to the maintenance of the City of Atlanta Radio Communication System.

### **III. Service Plan**

The system support provided by Motorola's service plan shall consist of Motorola's response to the City of Atlanta's notification of a system failure or system alarm, equipment repair/alarm and preventative maintenance.

#### **A. Fixed Equipment Repair Service**

##### **1. Request For Service**

The City of Atlanta will contact the Motorola authorized service center (MSS) at (404) 875-9316 to request service on fixed or subscriber equipment.

## **2. Repair Of Equipment**

Repair shall be defined as our continuous best-effort required to restore to normal operating condition any equipment covered under this contract which has become defective through normal wear and usage. Repair shall consist of the labor, supervision, transportation and parts required to restore defective equipment to normal operation.

## **3. Field Replaceable Units (FRUs)**

Equipment components will be replaced where ever possible with City of Atlanta provided FRU's or spare equipment in an effort to restore the system to proper operation in the least amount of time. The exact quantity of spare equipment and FRUs inventory will be mutually determined based on facility location and equipment priority should changes to equipment quantities, type, etc occur. See Attachment A for minimum spare and FRU requirements.

## **4. Board Repair**

The depot repair function, within the System Support Center will repair those FNE items, whenever possible that are not field repairable, product group designated repair items, and drop shipped items.

### **a) Return Procedures**

The City of Atlanta System service strategy is based upon providing the Motorola field technician with the resources required to resolve any site operational problem or outage primarily by module or board replacement. To accomplish this goal efficiently, an ample supply of spares and a plan that will assure a reduced turn around time for repair will be utilized.

The Motorola Field Technician will return the faulty unit with a completed copy of the work ticket properly documenting all site specific outage information to the System Support Center.

Upon receipt, the SSC Depot Repair will create a System Support Center computerized work ticket to track the repair process of the faulty module. After the module has been repaired and tested by the SSC or an OEM vendor it will be returned to the SSC FRU inventory, if applicable or the proper service facility.

## **5. Replacement Parts**

Due to the diversity of models, age, and original equipment manufacturers, restoration is subject to the availability of replacement parts. Motorola will use its best efforts to provide the necessary replacement parts for radio equipment that has become defective due to normal wear and usage. Motorola will explore cost effective alternative solutions with the City of Atlanta for those replacement part items that may become no longer available.

## **6. Hours Of Service**

Fixed equipment shall be repaired on a twenty-four hour per day, seven days per week basis for major failures. Minor fixed equipment failures will be serviced during normal working hours.

## **7. Response Times**

Maintenance service personnel shall be on the site within two (2) hours of notification of the major failure of any piece of Public Safety fixed equipment and four (4) hours for non-Public Safety fixed equipment.

## **8. Restoration Times**

Restoration will be made within (4) four hours after City of Atlanta notification to Dispatch Operations or the local MSS for all reported major failures for Public Safety fixed equipment and best effort for all non-Public Safety fixed equipment or major catastrophic failures that require extensive repairs. This requirement may be met by temporary or permanent repairs or temporary or permanent equipment replacement and is subject to the availability of a FRU or spare unit or sub assembly.

## **9. Test Equipment, Tools, And Vehicles**

All test equipment, tools, and vehicles required for proper service of the City of Atlanta systems will be provided by Motorola or its authorized subcontractors.

## **10. Site Grounding**

All equipment sites must meet or exceed Motorola's grounding standards found in the R-56 Motorola Site Grounding Manual. Costs associated with meeting this requirement are the responsibility of the City of Atlanta.

## **11. Site Access**

The City of Atlanta will provide Motorola with complete and free access to all equipment sites to be serviced seven days per week, 24 hours per day, including holidays, without escort requirements.

## **12. Preventative Maintenance**

A Preventative Maintenance inspection may include but is not limited to: transmitter power output, reflected power, frequency, modulation level, CTCSS frequency and modulation level, received sensitivity, and power supply voltages. Checklists will be followed for fixed equipment and systems. This information will be kept on file for quality control purposes.

Motorola will perform Preventative Maintenance Checks on an Annual basis.

## **13. Tower Inspections**

One annual tower inspection per tower, (ten sites total) will be performed by a qualified tower service subcontractor as part of routine preventative maintenance. The inspection will include the labor to replace bulbs as needed during the inspection and a report detailing the inspection. The inspection report will include:

Tower Owner; Tower Type; Site Location; Date; Weather Conditions; General Tower Condition; Concrete Foundation; Base Bolt, Pier Pin, Anchors Structural; Grounding, Insulation; Tower Structure; Antennas, Waveguide, Coax; Lighting; Guying; Paint; Additional Tower Accessories; Tower Loading; Corrections Required or Made.

The cost of bulbs, strobes, or other parts and materials used to make a repair is not covered by this Statement of Work and contract.

#### **14. Backup Power Systems – Generators & UPS**

Repair of UPS and other backup power systems will be provided to restore the equipment to normal operating condition, which has become defective through normal wear and usage failures. Repair shall consist of the labor, supervision, and transportation required to restore defective equipment to normal operation.

Generator systems preventative maintenance will include labor and materials for replacement oil, oil filters, fuel filters, oil analysis, coolant freeze point test, inspection for leaks, and a no load operational check.

UPS preventative maintenance will include mechanical and electrical performance verification and adjustments to manufacturer's specifications as required. Batteries for the UPS are included for repair and replacement, not to exceed \$ 6,000.00 annually by the Motorola.

#### **15. HVAC Systems**

Repair of HVAC systems will be provided to restore the equipment to normal operating condition, which has become defective through normal wear and usage failures. Repair shall consist of the parts, labor, supervision, and transportation required to restore defective equipment to normal operation. Cost for replacement of units will be billed to customer if units are beyond repair and / or upgrades that are requested.

HVAC systems preventative maintenance will include:

- \*Condenser coil inspected for heat loss
- \*Blower wheels and fans inspected and cleaned to assure proper air delivery
- \*Refrigerant will be checked for proper charge and to assure system is leak free
- \*Exposed duct work will be checked for leaks and proper insulation
- \*Belts and pulleys will be inspected and adjusted as required
- \*Thermostats will be checked and calibrated as required
- \*Motors and bearings will be lubricated as required
- \*Controls and safeties will be tested
- \*Condensate drain will be checked
- \*Crankcase heater will be checked for proper operation
- \*Relays and contractors will be inspected
- \*Unit wiring and electrical disconnect will be inspected
- \*Economizer operation will be checked where applicable
- \*Temperatures and pressures will be recorded
- \*Evaporator coil will be inspected and cleaned annually if necessary
- \*Air filters will be replaced 4 times per year
- \*Condenser coils will be power washed 1 time each year
- \*Furnish inspection report and advise of any abnormal conditions or necessary repairs

## **B. Subscriber Equipment Repair Service**

### **1. Request For Service And Repair Location**

The City of Atlanta shall deliver subscriber units to the MSS at:

1510 Huber Street  
Atlanta, GA 30318  
(404) 875-9316

During normal business hours, Monday through Friday 8:00 a.m. - 5:00 p.m. The City of Atlanta will attach to each radio needing repair a tag with the following information: department unit belongs to (or other internal relevant City of Atlanta information, and detailed description of problem with each unit). The service provider will begin to provide First Echelon service to the unit(s) within 1/2 hour of the City of Atlanta arrival. Should the unit require repairs beyond First Echelon, the City of Atlanta will be advised of the approximate date of repair completion and will be notified by telephone when the unit is available for pick-up.

After hour emergency call out service is available at an additional charge on a per call basis by calling the telephone number listed above. See Attachment C for a schedule of fees.

### **2. Repair Service**

Repair shall be defined as the best-effort required to restore to normal operating condition any equipment covered under this contract which has become defective through normal wear and usage. Repair shall consist of the labor, supervision, and parts required to restore defective equipment to normal operation.

Repairs exceeding 50% of the original purchase price or a similar replacement model unit list price, which ever is less, will be considered non-repairable and the City of Atlanta will be informed of the status of the repair. The City of Atlanta must then provide authorization to complete the repair, at prevailing above contract rates, or remove the unit from the contract.

### **3. Subscriber Unit Restoration Times**

Subscriber units shall be repaired and the City notified of the completion of the repair within five (5) Work Days of the delivery of a failed unit to the local MSS Service facility. This section shall apply to 95% of the subscriber units covered by the contract associated with this Statement of Work. This commitment may be met by utilizing customer provided spare equipment if available.

### **4. Spares**

Failed units may be exchanged with a similar unit from a spare equipment inventory provided by the City of Atlanta. The spare unit will be programmed with the appropriate template and ID. The failed unit will be repaired and the service provider will notify the City of Atlanta of the completed repair. An appointment will be made for return or pick-up of the repaired unit. When the repaired unit is returned to the City of Atlanta, the spare unit will be returned to the spare equipment pool for reuse.

The Spare equipment may be exchanged for failed or defective units, and repaired units may be used as spares at the discretion of each department within the City.

## **5. Programming Services**

Programming of mobile, portable and mobile data terminal radios due to repairs will be provided based on templates provided by the City of Atlanta when such reprogramming is necessary. Original programming or changes in programming of units is at agreed upon above contract rates.

## **6. Physical Damage – (Fire Only)**

City of Atlanta Fire Department special exceptions to the Excluded Services Section:

Speaker Microphones will be repaired or replaced at the discretion of Motorola and the MSS subject to a limit of 80 microphone service requests annually.

Repairs to subscriber equipment due to physical damage will be performed subject to an annual aggregate limitation of \$15,000.00. The normal list price for each repair will be used as the basis to apply toward the annual total. The limitation during the initial calendar year of the Service Agreement will be calculated based on \$1,250.00 for each month from start date of the Service Agreement through the end of the first calendar year. A report will be provided each month documenting the repairs that were applied to this section.

See the section entitled Excluded Services for details affecting other City entities.

## **7. Equipment Additions**

Equipment coming off warranty will be added to the service agreement at current contract rates upon notification by the City of Atlanta.

Qualifying non-covered equipment submitted for repair will be repaired under the guidelines of Above Contract (A/C) repairs, for the initial repair, and the unit may then be added to the service agreement upon approval by the City of Atlanta.

## **IV. Excluded Services**

- A.** Services to equipment not supplied by or under contract to Motorola.
- B.** Services to software except as noted elsewhere in this Statement of Work.
- C.** Services to hardware, which has become defective through other than normal wear and usage will be billed at the contract labor rate in effect at the time plus parts. Abnormal wear and usage is defined as but not limited to:
  - 1.** Accidents, physical or electronic misuse or abuse, liquid damage, acts of God and fires;
  - 2.** Unauthorized attempts by the City of Atlanta or third parties to repair, maintain, or modify the system or unit;
  - 3.** Causes external to the system, including electrical power failure or anomalies, inadequate temperature or humidity control; or insufficient site grounding.
- D.** Relocating hardware or other equipment, or adding or removing accessories, attachments or other devices beyond the scope delineated herein.



- E. Services to the hardware or system which are necessary because of unauthorized relocation, reinstallation, or other activities that have altered the hardware or system; or because of other unauthorized connection of the hardware or system to other equipment, machines or devices; or because of unauthorized alterations to other equipment, machines or devices to which the hardware or system is connected.
- F. Services to hardware, which, in Motorola's opinion, is located in an environment that has become hazardous to the safety or health of Motorola employees, agents or subcontractors.
- G. Electrical service external to the hardware.
- H. Services and replacement parts for facilities, antennas & transmission line, tower, and tower lighting that is not installed or on separate maintenance agreement with Motorola beyond the scope delineated herein. The labor to remove & re-install a tower mounted pre-amplifier.
- I. Equipment outages or damage that is caused by fire, flooding, lightning, commercial power surges, vandalism, physical abuse other acts of God and any other external influences.
- J. Equipment shelters, tower lighting, paint, galvanizing, and batteries.
- K. Computer supplies, such as printer paper, printer ink, ribbons, cartridges, print heads or magnetic storage media. Parts external to the radio equipment such as the Antenna System, DC Power System, AC Power system, building, HVAC, etc... Services to these items will be billed to the City of Atlanta as required.

**V. Spare Service Equipment**

- A. Motorola will store spare equipment and Field Replacement Units (FRU'S) at the MSS Service facility; with the MSS Field Technician; or FNE site at Motorola's discretion to meet its response and restoration requirements.
- B. The Spare Equipment may be exchanged for failed or defective hardware, and repaired hardware may be used as spares.
- C. The City of Atlanta is responsible for the loss of or damage to spare FRU's, such as loaner units, in its possession. Where such loss or damage occurs, through no fault of Motorola or its agents or subcontractors, the City of Atlanta shall bear the cost of replacement.
- D. City of Atlanta owned spare or FRU equipment will not be utilized to service any non-City of Atlanta entity without the express written permission of the City.

**VI. Customer Responsibilities**

- A. The City of Atlanta shall notify Motorola of a System Alarm or other need for equipment service by calling the service telephone numbers to be provided upon implementation of this maintenance plan.
- B. The City of Atlanta shall have available and accessible to Motorola at least one staff person 24 hours a day, who is authorized to act on behalf of the City of Atlanta with regard to a Motorola service response.
- C. The City of Atlanta shall control electrical power and telephone lines at all service locations. The City of Atlanta shall also control temperature, humidity and other site environmental conditions in accordance with the hardware manufacturer's specifications.

- D. The City of Atlanta shall coordinate the repair and maintenance of all equipment not covered by this document including, but not limited to host computers, external site equipment, shelters, towers, etc.
- E. The City of Atlanta shall provide to Motorola twenty-four (24) hour full and free access to the system, and waiver of liability or other restrictions imposed as a site access requirement shall be of no effect. The City of Atlanta shall furnish electrical service to City of Atlanta-owned service locations, and shall permit Motorola to use necessary machines, communications facilities, features and other equipment. Motorola shall be responsible for providing services for their long distance telephone usage.
- F. The City of Atlanta shall provide Motorola, at Motorola's request, with information pertaining to the hardware and software elements of any system with which the System is interfacing that is necessary to enable Motorola to perform its obligations under this Agreement. Motorola agrees to maintain the confidentiality of any such information and shall sign a reasonable confidentiality agreement to that effect, if requested by the City of Atlanta.
- G. The City of Atlanta is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission (FCC) or any other Federal, State or Local governmental agency, although Motorola may assist in the preparation of license applications. The City of Atlanta is solely responsible for complying with applicable FCC rules and regulations and the applicable rules and regulations of any other Federal, State or Local government agency. Neither Motorola nor any of its employees is an agent of the City of Atlanta in FCC or other governmental matters.
- H. The City of Atlanta is responsible for providing the Support Team with changes to the databases as may be required from time to time to diagnose and repair the system and components.

**VII. Payment for Extra Services.**

Upon request from the City of Atlanta and at published rates in effect, Motorola will provide the following extra services and the City of Atlanta agrees to pay promptly upon completion of the service and receipt of the invoice for all such authorized extra service.

- A. Repair and restore to normal operating condition any communication equipment not provided and installed by Motorola, but forming a part of the City of Atlanta Radio Communications System( e.g.: facility management, telephone company, CAD etc...).
- B. Make improvements in the City of Atlanta Radio Communication System sites, which are possible as a result of technological improvements.
- C. Other services that are otherwise not covered by this agreement.
- D. Services to antennas, transmission lines, towers, tower lighting systems, facilities, exterior grounding systems, telephone equipment, fiber optic equipment, power surge suppression devices, batteries, battery chargers, and other items external to the radio communications system equipment.

## **VIII. Preventative Maintenance Procedures**

### **Motorola Preventative Maintenance**

Preventative maintenance will be coordinated with City of Atlanta personnel by the Motorola MSS Service Manager. Records will be maintained to document compliance with the PM Schedule and specifications

Various preventative maintenance checks are recommended to ensure equipment functionality and site integrity, while minimizing unplanned outages. It is recommended that these tests and checks be performed at not more than twelve-month intervals on sites that have not required service for any other reason. Performing some of the PM checks described below may result in an outage for the site being verified. City of Atlanta personnel will be notified when a site is due to be checked, and must provide authorization to proceed prior to the site being taken out of service. All service effecting PM checks will be performed during planned service periods. After receiving notice to proceed from the City, Motorola MSS service technicians will perform the tests outlined in Attachment B.

System Diagnostics will be run daily and used to prioritize maintenance schedules for the day.

### **Attachment A FNE Recommended Minimum Spare FRU Requirements**

### **Attachment B Preventative Maintenance Schedule**

**Attachment A**  
**Statement of Work for City of Atlanta Radio Maintenance**  
**FNE Recommended Minimum Spare FRU Requirements**

MODEL	DESCRIPTION	TOTAL QTY
<b>ANTENNAS AND LINES</b>		
DSPD10017	Omni Antenna, 10 dB, Celwave	2
DQ42186A0436	TX/RX TM Amp, 36 Chnls, w/test port	1
DS898605P	Preselector	1
<b>FREQUENCY STANDARD &amp; SYNCHRONIZATION (Updated w/ New Eq. Purchased 7/03)</b>		
DSTRAK 91013	GPS REFERENCE W/ RUBIDIUM OSC	1
DSTRAK 91015	GPS REFERENCE W/ XTALOSC	1
DSTRAK 91061	FOUR PORT DDM MODULE	7
DSTRAK 91202	AC INPUT POWER MODULE	1
A 11	GPS RECEIVE AMPLIFIER	1
<b>6 GHz DS3 (28 T1) DIGITAL MICROWAVE RADIOS (Updated w/ New Equip 2005)</b>		
101-902510-501	ANSI Narrow Band Modem	1
101-902520-xxx	Controller Board with MMC	1
101-902530-001	Orderwire	1
101-902525-002	Relay Alarm Card (6 Relay, 30 Input)	1
098-903030-501	Key Pad with Cable Kit	1
091-020085-704	DTMF Handset for Voice Orderwire	1
087-903033-001	Stand Alone Cable for Hand Held Key Pad	1
191-903120-001	Transceiver U6	1
101-902555-501	Mux Board 28 DS1	1
101-902587-501	SDM 28 DS1	1
<b>LOOP SWITCH &amp; -48 VOLT POWER</b>		
IHDS5702LISTI	DS1 Single Ended Switch	8
L1590	48V DC 28A Switch Mode Rectifier	2

**Attachment B**  
**Statement of Work for City of Atlanta Radio Maintenance**  
**Preventative Maintenance Schedule**

DESCRIPTION	Weekly	Monthly	Quarterly	Semi-Annual	Annual
<b>REPEATERS</b>					
GTR 8000 Repeater				X	
<b>SIMULCAST SITE REFERENCE</b>					
TRAK GPS Freq. Standards				X	
<b>COMPARATOR</b>					
GCM 8000 Comparator				X	
GCP 8000 Site Controller				X	
<b>UPS SYSTEM/GENERATOR SYSTEM</b>					
Uninterruptible Power Supply					X
120/208volt, 3 phase, 60Hz Diesel Generator					X
<b>ANTENNAS AND LINES</b>					
Omni Antennas VSWR					X
RX Line Protector					X
TX Line Protector					X
Xmitter Combiner					X
Receiver Multi-Coupler					X
TX/RX TM Amp					X
Preselector					X
<b>6 GHz DS3 (28 T1) DIGITAL MICROWAVE RADIOS - LOOPS</b>					
Truepoint 5000 Digital Radio					X
Orderwire					X
6 DS1 Loop Switch Shelf					X
Dryline Dehydrator			X		
<b>BI-DIRECTIONAL AMPLIFIERS</b>					
Bi-Directional Amplifier, 806-824 MHz, 851-870 MHz					X
Transmission Line Surge Suppressor					X
<b>CONSOLES</b>					
MCC 7500 Consoles				X	
<b>Ambassador Electronics Bank</b>					
Ambassador Electronics Bank				X	
<b>ASTRO PORTABLE RADIO</b>					
XTS Series Portable Radio					X
<b>ASTRO MOBILES</b>					
XTL Series Mobile Radio					X
<b>CONTROL STATION</b>					
XTL Series Control Station					X
Surge Protector					X

**ACORD****CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)  
07/14/2009**PRODUCER**AON RISK SERVICES CENTRAL, INC.  
CHICAGO IL OFFICE  
1000 NORTH MILWAUKEE AVENUE  
GLENVIEW, ILLINOIS 60025  
ATTN: INSURANCE VERIFICATION CENTER  
PH: 1-800-4-VERIFY/ FAX: 1-847-953-5341

Serial # 0402

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**COMPANIES AFFORDING COVERAGE**COMPANY  
**A** LIBERTY MUTUAL FIRE INSURANCE COMPANYCOMPANY  
**B** LIBERTY INSURANCE CORPORATIONCOMPANY  
**C** ENDURANCE AMERICAN INSURANCE COMPANYCOMPANY  
**D****INSURED**MOTOROLA INC. AND ITS SUBSIDIARIES  
1303 EAST ALGONQUIN ROAD  
SCHAUMBURG IL 60196 USA**COVERAGES**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD  
INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS  
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,  
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>A</b>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT	TB2-641-005169-079	7/1/2009	7/1/2010	GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED PERSONAL & ADV INJURY \$ 5,000,000 EACH OCCURRENCE \$ 5,000,000 FIRE DAMAGE (Any one fire) \$ 250,000 MED EXP (Any one person) \$ 10,000
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	AS2-641-005169-019	7/1/2009	7/1/2010	COMBINED SINGLE LIMIT \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
<b>C</b>	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> UMBRELLA FORM OTHER THAN UMBRELLA FORM	UMB10001410600	7/1/2009	7/1/2010	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
<b>B</b>	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL EXCL	WA7-64D-005169-089 (ALL OTHER STATES) WC7-641-005169-099 (OR & WI)	7/1/2009	7/1/2010	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000
	<b>OTHER</b>				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
RE: SERVICE AGREEMENT NO. S00001007738.**CERTIFICATE HOLDER**CITY OF ATLANTA  
675 PONCE DE LEON AVE., 2ND FL., DIT DEPT.  
ATLANTA GA 30308 USA**CANCELLATION**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE  
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL  
30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,  
BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY  
OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

**Part II: Legislative White Paper:** (This portion of the Legislative Request Form will be shared with City Council members and staff)

**A. To be completed by Legislative Counsel:**

**Committee of Purview:** FINANCE/EXECUTIVE

**Caption:**

**AN ORDINANCE AUTHORIZING THE MAYOR OR HER DESIGNEE TO WAIVE THE APPLICATION OF THE ATLANTA CITY CODE, ARTICLE X, THE PROCUREMENT AND REAL ESTATE CODE, AND AUTHORIZING THE MAYOR OR HER DESIGNEE TO RATIFY THE PRIOR PROVISION OF THE MOTOROLA MAINTENANCE UNDER THE EXPIRED AGREEMENT FROM JULY 1, 2009 THROUGH THE PRESENT AND TO ENTER INTO AN APPROPRIATE RENEWAL AGREEMENT WITH MOTOROLA INC., FOR THE CITYWIDE RADIO SYSTEM MAINTENANCE, EFFECTIVE JULY 1, 2009 THROUGH JUNE 30, 2010, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SEVENTY-TWO THOUSAND, SIX HUNDRED FORTY-SIX DOLLARS AND SIXTY CENTS (\$272,646.60); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, DEPARTMENT, ORGANIZATION, AND ACCOUNT NUMBERS:**

**2151 (EMERGENCY TELEPHONE SYSTEM) 240207 (APD E-911) 5213001 (CONSULTING/PROFESSIONAL) 3800000 (E-911) [\$182,728.56];  
5051 (WATER & WASTEWATER REVENUE FUND) 170407(DWM DRINKING WATER FACILITY MAINTENANCE) 5222003 (REPAIR & MAINTENANCE - OTHER) 4430000 (TREATMENT) [\$23,617.74];  
5051 (WATER & WASTEWATER REVENUE FUND) 170201 (DMW WASTEWATER TREATMENTS AND COLLECTIONS) 5222002 (REPAIR & MAINTENANCE-OTHER) 4310000 (SANITARY ADMINISTRATION) [\$23,617.74];  
5502 (AIRPORT RENEWAL FUND) 180107 (DOA AVIATION INFORMATION SYSTEMS) 5222002 (REPAIR & MAINTENANCE-EQUIPMENT) 7563000 (AIRPORT) [\$89,918.04]; AND FOR OTHER PURPOSES.**

**Council Meeting Date:** September 21, 2009

**Requesting Dept.:** Information Technology/APD

**B. To be completed by the department:**

**1. Please provide a summary of the purpose of this legislation (Justification Statement).**

DIT on behalf of E911/Watershed/Airport desires to ratify the prior provision of the Motorola Maintenance under the expired Agreement, from July 1st, 2009, through the present, and to renew the Citywide Radio System Maintenance Agreement for one year effective July 1st, 2009, through June 30th 2010

**2. Please provide background information regarding this legislation.**

The City entered into FC-5585-93, Citywide Radio Installation, on behalf of various departments which contained a post-warranty maintenance option (authorized by the Atlanta City Council Resolution number 97-O-0729) beginning May, 1997; and the Atlanta City Council authorized a renewal of the maintenance agreement pursuant to ordinance 08-O-2442 beginning July 1, 2008; and the term of the Motorola Maintenance Agreement expired on June 30th, 2009, and Motorola has continued to provide support satisfactorily since the implementation of the system.

**3. If Applicable/Known:**

- (a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):** Maintenance and Support
- (b) **Source Selection:** Formal Contract
- (c) **Bids/Proposals Due:**
- (d) **Invitations Issued:**
- (e) **Number of Bids:**
- (f) **Proposals Received:**
- (g) **Bidders/Proponents:**
- (h) **Term of Contract:** 1 year

**4. Fund Account:**

**5. Source of Funds:**

2151 (Emergency Telephone System) 240207 (APD E-911) 5212001 (Consulting/Professional) 3800000 (E-911) [\$182,728.56];  
5051 (Water & Wastewater Revenue Fund) 170407 (DWM Drinking Water Facility Maintenance) 5222002 (Repair & Maintenance - Other) 4430000 (Treatment) [\$23,617.74];  
5051 (Water & Wastewater Revenue Fund).170201(DMW Wastewater Treatments AND Collections) 5222002 (Repair & Maintenance - Other) 4310000 (Sanitary Administration) [\$23,617.74];

**6. Fiscal Impact:** \$272,646.60

**7. Method of Cost Recovery:**

**This Legislative Request Form Was Prepared By:** Kathleen Lane, DIT Compliance Analyst



TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Dept.'s Legislative Liaison: Kathleen Lane

Contact Number: 404-335-1983

Originating Department: Department of Information Technology

Committee(s) of Purview: Finance/Executive Committee

Chief of Staff Deadline: September 1, 2009

Anticipated Committee Meeting Date(s): Sept. 15, & Sept 30, 2009

Anticipated Full Council Date: October 5, 2009

Legislative Counsel's Signature: [Signature]

Commissioner Signature: [Signature]

Chief Procurement Officer Signature: [Signature]

**CAPTION**

AN ORDINANCE AUTHORIZING THE MAYOR OR HER DESIGNEE TO WAIVE THE APPLICATION OF THE ATLANTA CITY CODE, ARTICLE X, THE PROCUREMENT AND REAL ESTATE CODE, AND AUTHORIZING THE MAYOR OR HER DESIGNEE TO RATIFY THE PRIOR PROVISION OF THE MOTOROLA MAINTENANCE UNDER THE EXPIRED AGREEMENT FROM JULY 1, 2009 THROUGH THE PRESENT AND TO ENTER INTO AN APPROPRIATE RENEWAL AGREEMENT WITH MOTOROLA INC., FOR THE CITYWIDE RADIO SYSTEM MAINTENANCE, EFFECTIVE JULY 1, 2009 THROUGH JUNE 30, 2010, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SEVENTY-TWO THOUSAND, SIX HUNDRED FORTY-SIX DOLLARS AND SIXTY CENTS (\$272,646.60); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, DEPARTMENT, ORGANIZATION, AND ACCOUNT NUMBERS: 2151 (EMERGENCY TELEPHONE SYSTEM) 240207 (APD E-911) 5213001 (CONSULTING/PROFESSIONAL) 3800000 (E-911) [\$182,728.56]; 5051 (WATER & WASTEWATER REVENUE FUND) 170407(DWM DRINKING WATER FACILITY MAINTENANCE) 5222003 (REPAIR & MAINTENANCE - OTHER) 4430000 (TREATMENT) [\$23,617.74]; 5051 (WATER & WASTEWATER REVENUE FUND) 170201 (DMW WASTEWATER TREATMENTS AND COLLECTIONS) 5222002 (REPAIR & MAINTENANCE-OTHER) 4310000 (SANITARY ADMINISTRATION) [\$23,617.74]; 5502 (AIRPORT RENEWAL FUND) 180107 (DOA AVIATION INFORMATION SYSTEMS) 5222002 (REPAIR & MAINTENANCE-EQUIPMENT) 7563000 (AIRPORT) [\$89,918.04]; AND FOR OTHER PURPOSES.

Mayor's Staff Only

Received by CPO: \_\_\_\_\_

(date)

Received by LC from CPO: \_\_\_\_\_

(date)

Received by Mayor's Office: [Signature]

(date)

Reviewed by: [Signature]

(date)

Submitted to Council: 9/4/09